



GENESEE COUNTY PURCHASING DEPARTMENT

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CINDY CARNES

Purchasing Manager

August 28, 2014

GENESEE COUNTY REQUEST FOR PROPOSALS (RFP) #14-021

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, September 11, 2014**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **THE DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC)**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

DUE DATE: Thursday, September 11, 2014 at 3:00 p.m. (EDT)
PROPOSAL REQUEST NUMBER: #14-021

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

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Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #14-021 THE DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC)

SECTION 1. INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, September 11, 2014** at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one (1) original, one (1) hardcopy and one (1) electronic copy of your proposal.** The original must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
3. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact referenced in this solicitation. No contact regarding this solicitation made with other County or Commission employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
4. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing/open_bids.php for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
5. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract and this RFP unless those changes are requested in your proposal.
6. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during the entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting there from.

7. As required by Public Act 57 of 1998, H.B. 5607, MCLA § 125.1591-125.1596 a contract for improvements between a contractor and a governmental entity exceeding \$75,000 must contain the following provisions: A contractor must promptly notify the government entity if it finds (1) that a subsurface or latent physical condition at the site differs materially from those indicated in the contract, and/or (2) that an unknown physical condition at the site is of an unusual nature differing materially from that ordinarily encountered and generally recognized as occurring in the work of the character envisioned in the improvement contract. If a governmental entity receives such a notice, it must promptly investigate the physical condition, and if it determines that the physical condition is materially different and would cause an increase or decrease in cost or additional time to perform the contract, it must put its determination in writing and an equitable adjustment to the contract price and time must be made. The contractor cannot make a claim for additional costs or time due to a physical condition unless it has provided the required notice.

SECTION 2. STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible offeror whose proposal is determined to be most advantageous to Genesee County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
4. **Cancellation; Rejection of Proposals:** The Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE**

PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.

6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the offeror. Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing GCMPC or Genesee County. In addition, all Respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
11. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.

12. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
13. **Insurance:** Each offeror must submit a completed Genesee County Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
14. **Indemnification:** The successful offeror shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
15. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the offeror.
16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety:** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease

Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

SECTION 3. ADDITIONAL TERMS AND CONDITIONS

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (“GCMPC”). The contact person is Mr. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810) 257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
2. **Questions & Inquiries:** In preparing proposals, prospective proposers are advised to rely only upon the contents of this RFP and written clarifications (addenda) issued by Genesee County. All questions regarding this RFP shall be submitted in writing by mail or email, and received no later than **Thursday, September 4, 2014 by 5:00 p.m. (EDT)** to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing, as an addendum, by Genesee County. Telephone questions will not be answered.
3. **Errors, Omissions, and Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Director of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived by the proposer.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/departments/purchasing>). Further, all proposers shall acknowledge having seen any and all addenda issued (1, 2, 3, etc.) on the Signature Page.
5. **Debarment & Suspension:** All proposers shall be required to provide with the proposal submission disclosure of whether the proposer, or its principals, is or is not debarred, suspended, or proposed for debarment. The County will check the Excluded Parties List System to ensure that an offeror is not debarred by a government agency. Debarment of an offeror will be grounds for rejection of proposal.
6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer’s ability to meet the requirements of this RFP. All costs incurred in the preparation of

a proposal response to this RFP or any costs prior to approval of a contract by Genesee County and formal notification to the selected proposer will be the responsibility of the proposer, and will not be reimbursed by Genesee County.

7. **Proposal Modifications:** Clarifications, modifications, or amendments to any proposal that has been submitted, but prior to the proposal opening date, may be made in accordance with the Genesee County Purchasing Regulations.
8. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
9. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format provided in Section 1.9. In addition, at least one of the proposals submitted shall include an **original signature** of the official authorized to bind the proposer to its provisions.
10. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
11. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from all terms, conditions, specifications or requirements associated with this solicitation.
12. **Validity Period:** Any proposal submitted as a result of this Request for Proposals shall be binding on the proposer for 120 calendar days following the due date.
13. **Right To Reject Proposals:** Genesee County reserves the right to reject any and all proposals received in response to this RFP.
14. **Clarification of Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Prospective proposers may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the service and product to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Manager.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

15. **Best and Final Offers:** Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a 'Best and Final Offer' from

prospective offerors that submitted proposals. Soliciting Best and Final Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. Genesee County reserves the right to choose whether or not to exercise this option.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

16. **Disclosure:** All information in a proposer's proposal submission is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act." This Act also provides for the complete disclosure of contracts, proposals, and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal.
17. **Acceptance of Proposal & Contract:** The contents of this solicitation, the proposal of the successful offeror, and the successful offeror's Best and Final Offer (if applicable) may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation or termination of the contract.
18. **Prime Contractor Responsibilities:** The successful proposer(s) shall be required to assume responsibility for all work performed associated with this Request for Proposal and subsequent contract regardless of who produces the work. Further, Genesee County will consider the successful proposer(s) to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
19. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
20. **News Release:** News releases pertaining to this RFP or the services, study, data, or contract to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No results of the project will be released without prior approval of the contract administrator and then only to persons designated.

SECTION 4. MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work and the integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer unless known to be skilled and regularly engaged in work of a character similar to that covered by the solicitation documents.

At a minimum, the following requirements are necessary for consideration of contract award, requested documents must be submitted and acceptable before GCMPC will review the proposal:

These documents must be submitted and acceptable before GCMPC will review the Experience and Capacity proposal:

1. Certificate of Good Standing (Corporation) or Certificate of Existence: The proposer shall provide a Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Department of Licensing and Regulatory Affairs Corporations, Securities and Commercial Licensing Bureau. (If Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable, must be submitted for each entity comprising the joint venture.)
2. Experience: Proposer must have a minimum of five (5) years of proven experience providing professional licensed demolition services.
3. Evidence of Insurance: The proposer must have Commercial General Liability, a certificate of insurance must be included with submission of qualifications. GCMPC must be listed as an additional insured (Insurance Checklist page 21).
4. Evidence of Financial Stability: The proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. All Respondents shall include their most recent financial statements with the proposal response. This information will assist GCMPC in determining the Respondent's financial condition. GCMPC is seeking this information to ensure that the proposer's have the financial stability and wherewithal to assure good faith performance.
5. Michigan Residential Builders or Maintenance & Alteration – Home Wrecking License: The proposer must be licensed by the State of Michigan as a Residential Builder and/or Maintenance and Alterations Contractor with a House Wrecking trade designation. (The person/company that is issued the License by the State of Michigan must be the entity that applies in order to be qualified.)
6. Bid, Performance and Payment Bond: Proposers must have the ability to secure a Bid Bond in the amount of five (5%) of their bid amount and a Performance and Payment Bond, if awarded, in an amount equal to one hundred percent (100%) of the total contract amount. Surety on such bonds shall be by a bona fide company authorized to do business in the State of Michigan. Bond requirement shall be increased consistent with any contract amount increase.
7. Conflict of Interest Statement & Supporting Documentation: Respondent shall disclose any professional or personal financial interests that may be a conflict of interest in representing GCMPC or Genesee County. In addition, all Respondents shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts.
8. Other State License and/or Certification:
 - a. Asbestos Abatement License is required for Ordered/Emergency Demolitions. Asbestos Abatement training is required for all employees on site of an

Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person.

- b. Any other State License and/or Certification that is deemed necessary to complete the Scope of Work as described.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County shall not consider its proposal for award.

SECTION 5. PROPOSAL REQUIREMENTS

Before submitting a proposal, each Proposer shall inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. Each Proposer is responsible for having compared the premises with drawings and specifications, and to have satisfied him/her as to all conditions affecting the execution of the work.

GCMPC reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

Business Information Form

Please complete and submit Attachment E.

Certification Form Note

Please complete and submit Attachment F.

Property Price Coversheet and Bid Tab

The contractor should provide a price for each property listed in Attachment H, based on the information, work and services described in Attachment A. This project is subject to Davis-Bacon, and project costs provided in Attachment H shall consider the wage rates and fringes and associated certified payroll paperwork that will accompany the project award. See federal labor provisions and current wage decision (subject to change) in Attachment I.

Section 3 Certification Forms

Please complete and submit the Section 3 forms in Attachment J. Contractors certified as Section 3 will receive a price preference in the award of the contract over non-Section 3 contractors. A contractor submitting a bid of \$100,000 or more must be Section 3 certified in order to win the award.

List of References (2)

Please complete and submit the Reference List page 22.

RFP Submittal Requirements Checklist

Please mark that you have included all required documents and submit the Checklist page 19.

Narrative

Please provide the following information as a narrative:

1. Experience and capacity to implement scope of work described in Sections 6 and 7, and Scope of Services (Attachment A). Please ensure you are including information for GCMPC to assess your qualifications in regards to the scoring criteria set forth in this RFP.
2. Familiarity working with Genesee County or other local units of government.
3. The qualification of assigned project staff and subcontracts, including:
 - (a) Relevant professional and educational experience
 - (b) Identification of specific staff individuals with experience managing demolition projects
4. Identification of landfills and disposal sites for the project
5. Past projects to determine if the respondent has successfully completed projects similar in nature and scope. Respondents should provide narrative examples of two (2) projects that are similar in nature to projects described in the RFP.
6. Capacity to complete multiple demolitions on a weekly basis (see RFP scoring criteria).

SECTION 6. SCOPE OF WORK

The Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (GCMPC) utilizing U.S. Department of Housing and Urban Development (HUD) Neighborhood Stabilization Program 1 and 3 (NSP1 and NSP3) funding. GCMPC invites the submission of proposals from contractors experienced and licensed to conduct the demolition and disposal in Genesee County. Applicants can respond to the scope of work described below (see Attachment A for full scope):

Summary Scope of Work

The purpose of the this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in Genesee County.

1. This project consists of building and site demolition; disposal of buildings and basements, and foundations, including backfill of the excavation; secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government); disconnect water and sewer utilities and/or cap wells and abandonment of septic per Genesee County Health Department requirements, unless otherwise identified by GCMPC or its authorized representative. (GCMPC is responsible for disconnecting gas and electric service at each of the properties in this RFP. Contractor will be responsible for disconnecting water and sewer.)
2. Asbestos and hazardous materials have been removed by others for structures identified in this bid (unless deemed as an Ordered/Emergency demolition –See Attachment A, Section 100, Part 1, Section c). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.
 - a. See Attachment B for NESHAP requirements for Ordered/Emergency Demolitions and the removal of all asbestos containing materials (ACMs) – friable and non-friable.

3. Ordered Demolitions – Requirements per the Asbestos NESHAP for all ordered demolitions (commonly referred to as emergency demolitions):
 - a. An Asbestos NESHAP trained person must be on site during the demolition
 - b. Water must be used and all debris must be kept wet at all times (except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day)
 - c. Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
 - d. All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years
4. Ordered Demolitions – Requirements per the Asbestos MIOSHA for all ordered demolitions (commonly referred to as emergency demolitions):
 - a. Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person
5. Requirements of the work are contained in the Scope of Work and include cross-references to published information. Detailed Scope of Work can be found in Attachment A.
6. Without force and effect on requirements of the Scope of Work, a description of the work of the Contract can be summarized as follows:
 - a. Site and Building Demolition
 - i. Locate property corners and lot lines to accurately set limits of demolition
 - ii. Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and debris on the site
 - b. Protection of Trees
 - i. It shall be the responsibility of the Contractor to protect all trees of a diameter of 4” or greater that are located outside of five (5) feet from the structure being demolished
 - c. Concrete Sidewalks/Drive Approach
 - i. Access to the property for demolition work shall be limited to an area as designated by GCMPC/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project
 - ii. Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
 - iii. It is the Contractors’ responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor’s access is limited to the site manager’s approved access point
 - iv. Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk
 - d. Site Restoration
 - i. Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Attachment A, Section 200, Part 2 – Products

- e. Except for items indicated to remain on the property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally
7. Submittals
- a. Accurate landfill receipts/waste manifests must be submitted to GCMPC, or its authorized representative, within ten (10) days with invoice at the completion of project.
 - b. All documentation must be submitted for each property/project individually
 - c. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste
 - d. If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.
 - e. Request for Payment Packet must include:
 - i. Request for Final Payment
 - ii. Sworn Statement
 - iii. Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
 - iv. Invoice on Contractor's Letterhead
 - v. Before and After Photographs of the site (labeled)
 - vi. City or Township Winter-grade or Final inspection receipt
 - vii. If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed
 - viii. Demolition Permit
 - ix. Waste Manifest- Indicate Type II or Type III landfill
 - x. Field Report/Daily Log

Work Schedule

1. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm sewer, etc.) has been completed prior to start of demolition.
2. Immediately after contract award the General Contractor shall submit to GCMPC for review a tentative schedule of completion dates and work plan for the above referenced work.
3. Contractor shall notify GCMPC's representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.
4. Completion date of October 31, 2014 will be provided in the contract documents.

Contractor Uses of Premises

1. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager
2. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits
 - a. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear
 - b. Drive approaches located between the sidewalk and curb must be left as is

- c. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed
3. Any areas disturbed by construction activities shall be re-graded and seeded if necessary
4. Any fallen trees, trash, debris and/or brush must be removed from site

Adjustments to Cost Proposal

1. In the event a structure or structures itemized on this cost proposal is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by GCMPC, or environmental hazards are found, at any time prior to actual demolition, GCMPC reserves the right to remove the structure from the proposal; or in the event of proposal award, to remove the structure(s) from the award and reduce the price by the Contractors' proposal for that structure(s).

Use of Water

1. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control

SECTION 7. ADDITIONAL REQUIREMENTS

This project will comply with all codes, standards, regulations and workers' safety rules that are administered by federal agencies (EPA, OSHA and DOT), state agencies (MIOSHA, MDNRE, MDEQ and DCH) and any other local regulations and standards that may apply.

Proposers shall be responsible for compliance with the following additional requirements:

1. OSHA 29 CFR 1926 – Safety and Health Regulations for Construction
 - a. 1101 – Asbestos
2. OSHA 29 CFR 1910 – Occupational Safety and Health Standards
 - a. 1001 – Asbestos
 - b. 1200 – Hazard Communication
3. 40 CFR Part 261 – Environmental Protection Agency, Solid Wastes, Identification and Listing of Hazardous Waste
4. HUD's Residential Lead-Based Paint Hazard Reduction Act of 1992 Title X parts 1012-1013
5. Community Development Block Grant (CDBG) Federal Regulations 24 CFR (see Attachment C for items specific to this project)
6. Davis-Bacon, Prevailing Wage Requirements
7. Equal Opportunity Clause
8. Section 3 Clause (Attachment D)
9. HUD Contract and Subcontract Activity
10. Copeland Anti-Kickback Act
11. Insurance Checklist page 21
12. Other Regulations referenced throughout this document and attachments
13. Reference Form: All proposers shall include information for current or prior project references similar to the demolition projects referenced in this solicitation (see

Reference Form page 22). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the proposal. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.

14. Prevailing Wage Requirement: All contractors and subcontractors shall pay its laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Wages are to be consistent with the prevailing wage rates published by the United States Department of Labor. Genesee County shall, at a minimum, take the following actions with regards to enforcement of the Prevailing Wage requirements:
 - a. The County shall require the Contractor to submit a certified payroll record.
 - b. The County shall review the certified payroll record for compliance with this Section; and
 - c. The contract language shall reserve the right of the County to conduct on-site interviews with the Contractor's employees to ensure compliance with the prevailing wage requirements.
 - d. The contractor is required to maintain a worksite sign-in sheet recording the arrival to and departure from County property of each of Contractor's employees. This sign-in sheet shall be available for review immediately upon request of the Contract Administrator.

SECTION 8. EVALUATION CRITERIA AND SCORING

It is the intent of the GCMPC to conduct a comprehensive, fair, and impartial evaluation of proposals received. In evaluating responses to this RFP, GCMPC will take into consideration the experience, capacity and costs that are being proposed by the Proposer.

GCMPC or its representative will evaluate the qualifications received and identify the submittal that is the most responsive, responsible and offers the best service to GCMPC. GCMPC will consider cost of services, contractor qualifications, financial viability, project references and experience with comparable projects. Specifically, each Proposal package will be reviewed based on the following selection criteria:

Evaluation Factors	Maximum Points
<u>Price</u> The ability to demonstrate reasonable costs in performing the scope of work identified in the RFP	50 points
<u>Capacity</u> Amount of time to accurately complete ten (10) demolition and disposals and submit paperwork for payment	30 points
<u>Specialized Experience</u> Past experience working with local units of government	20 points

**COST PROPOSAL FORM
GENESEE COUNTY RFP #14-021**

Parcel ID	Address	Location	Bid Price
59-31-576-026	1382 Webber Ave	City of Burton	\$
11-06-501-178	1091 Wisner Street	Genesee Twp	\$
14-34-502-004	3375 Pierson Road	Mt. Morris Twp	\$
11-19-551-240	1055 E Downey Ave	Genesee Twp	\$
14-14-579-057	6238 Stem Lane	Mt. Morris Twp	\$
14-14-579-058	6244 Stem Lane	Mt. Morris Twp	\$
14-24-505-012	5438 Detroit St	Mt. Morris Twp	\$
14-14-577-005	2175 Armstrong	Mt. Morris Twp	\$
14-24-502-038	5387 Detroit St	Mt. Morris Twp	\$
14-14-581-089	6128 Bermuda Ln	Mt. Morris Twp	\$
11-19-501-070	1312 E Humphrey Ave	Genesee Twp	\$
07-21-526-050	2164 Diamond	Flint Township	\$
07-21-526-095	2188 Monaco Street	Flint Township	\$
			\$
			\$
			\$
			\$
Total:			\$

NARRATIVE PROPOSAL FORM

GENESEE COUNTY RFP #14-021

In addition to the cost proposal the following information is to be included:

Minimum Qualifications (Section 4)

Documents or copies of licenses to be included:

- | | | |
|---|------------------------------|-----------------------------|
| Certificate of Good Stand (Corporation) or Certificate of Existence | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Evidence of Financial Stability | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Michigan Residential Builders or Maintenance & Alteration – Home Wrecking License | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Bid Bond | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Conflict of Interest Statement & Supporting Documentation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Asbestos Abatement License | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Conflict of Interest Statement & Supporting Documentation | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Other State License and/or Certification: _____ | | |

- | | | |
|----------------------------|------------------------------|-----------------------------|
| Signed Insurance Checklist | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Completed Reference Form | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Proposal Requirements (Section 5)

- | | | |
|---|------------------------------|-----------------------------|
| Statement of experience and capacity | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Familiarity with Genesee County or local units of government programs | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Qualifications of assigned staff and contractors | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Identification of landfills and disposal sites | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Narrative examples of two (2) projects similar in nature | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Capacity to complete multiple demolitions on a weekly basis | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

GENESEE COUNTY INSURANCE CHECKLIST

Bid Title DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC) Bid Number 14-021

Coverages Required	Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions \$200,000/occurrence
<u>X</u> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 7. Genesee County and GCMPC named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<u>X</u> 8. Other insurance required: <u>Pollution Liability as required for transporters of hazardous waste. Must adhere to NESHAP and ASBESTOS/MIOSHA, OSHA requirements. County to be named as an additional insured via endorsement or evidence of blanket Additional Insured. Limits: \$2 Million per occurrence and \$5 Million in the Aggregate.</u>	
** Additional coverage including excess liability, pollution, and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements. No work may be started until satisfactory proof of coverages as described above is received by the Contract Administrator and the County Risk Management Coordinator.	
<u>X</u> 9. Cancellation Notice is to read: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.	
<u>X</u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 11. The certificate must state bid number and title	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with proposer named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

Insurance Agent _____ Signature _____

PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Proposer's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Proposer _____ Signature _____

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 04/08/2010

REFERENCE FORM

List 2 references of similar projects and in the region of the proposed project

Reference #1:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Budget: _____

Reference #2:

Company/Municipality: _____

Contact Person: _____ Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email: _____

Type of Project: _____

Budget: _____

**ATTACHMENT 1 - CONTRACT FOR PROFESSIONAL SERVICES
DEMOLITION OF RESIDENTIAL STRUCTURES CONTRACT**

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and Contractor Name, a [State] [Entity Type], whose principal place of business is located at Contractor Address (the "Contractor") (the County and the Contractor together, the "Parties").

1. Agreement and Authority

This Agreement is entered into pursuant to RFP/IFB # 14-021 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on [Start Date], and shall be effective through October 31, 2014 (the "Initial Term").

2.2 Extension Terms

The Board has the no option to extend this Contract.

3. Purpose

This Contract is entered into for the purpose of the demolition of residential structures for the Genesee County Metropolitan Planning Commission (GCMPC).

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

5. Compensation

Unit Rate. The Contractor shall be paid according to the rates identified on the submitted cost proposal and Exhibit C. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as time sheets. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.

6. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

8. Reporting Requirements

During the term of this Contract, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the County shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the County or pay the County for expenses incurred by the County in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the County will dispose of the goods and the County shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties

The Contractor warrants that:

- 10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

14. Nondiscrimination

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same

assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

15. Freedom of Information Act

This Contract and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

17.4 Records Retention

The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

18. Identity Theft Prevention

18.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

18.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

19. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit D and keep such insurance coverage in force throughout the life of this Contract.

19.1 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

19.2 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

20. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

21. General Provisions

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – The Contractor's Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

This Contract may be modified only in writing executed with the same formalities as this Contract.

21.4 Binding Effect

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

21.5 Headings

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

21.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

21.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie W. Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

EXHIBIT A
Description of the Services

Summary Scope of Work

The purpose of the this project is to provide demolition, waste disposal, site protection and site restoration of blighted and/or dangerous structures located in Genesee County.

8. This project consists of building and site demolition; disposal of buildings and basements, and foundations, including backfill of the excavation; secure all necessary permits (demolition, water/sewer cut, soil erosion and any others required by the local unit of government); disconnect water and sewer utilities and/or cap wells and abandonment of septic per Genesee County Health Department requirements, unless otherwise identified by GCMPC or its authorized representative. (GCMPC is responsible for disconnecting gas and electric service at each of the properties in this RFP. Contractor will be responsible for disconnecting water and sewer.)
9. Asbestos and hazardous materials have been removed by others for structures identified in this bid (unless deemed as an Ordered/Emergency demolition –See Attachment A, Section 100, Part 1, Section c). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.
 - a. See Attachment B for NESHAP requirements for Ordered/Emergency Demolitions and the removal of all asbestos containing materials (ACMs) – friable and non-friable.
10. Ordered Demolitions – Requirements per the Asbestos NESHAP for all ordered demolitions (commonly referred to as emergency demolitions):
 - a. An Asbestos NESHAP trained person must be on site during the demolition
 - b. Water must be used and all debris must be kept wet at all times (except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day)
 - c. Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris
 - d. All debris must be disposed of as “friable asbestos” (RACM) at a Type II landfill and disposal records must be kept for 2 years
11. Ordered Demolitions – Requirements per the Asbestos MIOSHA for all ordered demolitions (commonly referred to as emergency demolitions):
 - a. Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person
12. Requirements of the work are contained in the Scope of Work and include cross-references to published information. Detailed Scope of Work can be found in Attachment A.
13. Without force and effect on requirements of the Scope of Work, a description of the work of the Contract can be summarized as follows:
 - a. Site and Building Demolition
 - i. Locate property corners and lot lines to accurately set limits of demolition

- ii. Site and building demolition includes the removal of structures, basements, footings, landscaping and walls, cut brush and debris on the site
 - b. Protection of Trees
 - i. It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished
 - c. Concrete Sidewalks/Drive Approach
 - i. Access to the property for demolition work shall be limited to an area as designated by GCMPC/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project
 - ii. Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
 - iii. It is the Contractors' responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point
 - iv. Concrete, asphalt and/or gravel driveways and walkways along with any sub layers that may exist below the surface are to be removed with exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk
 - d. Site Restoration
 - i. Site restoration including fill and compaction of all disturbed areas, seeding and mulch as specified in Attachment A, Section 200, Part 2 – Products
 - e. Except for items indicated to remain on the property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally

Work Schedule

5. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm sewer, etc.) has been completed prior to start of demolition.
6. Immediately after contract award the General Contractor shall submit to GCMPC for review a tentative schedule of completion dates and work plan for the above referenced work.
7. Contractor shall notify GCMPC's representative 72 hours in advance of being on site and provide the contractor(s) company name, address, telephone & fax number.
8. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to Anna Pinter, 1101 Beach Street, Room 223, Flint, MI 48502. Furnish to GCMPC copies of all endorsements that are subsequently issued amending coverage or limits. GCMPC must be listed as an additional insured.
9. Completion dates are provided in the contract documents.

Contractor Uses of Premises

5. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the

limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager

6. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits
 - a. Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear
 - b. Drive approaches located between the sidewalk and curb must be left as is
 - c. Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed
7. Any areas disturbed by construction activities shall be re-graded and seeded if necessary
8. Any fallen trees, trash, debris and/or brush must be removed from site

Use of Water

2. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control

EXHIBIT B
Reports Required from the Contractor

Description of Report

Submittals

- a. Accurate landfill receipts/waste manifests must be submitted to GCMPC, or its authorized representative, within ten (10) days with invoice at the completion of project.
- b. All documentation must be submitted for each property/project individually
- c. Payments will not be processed without receipt of waste manifest documenting proper disposal of waste
- d. If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.
- e. Request for Payment Packet must include:
 - i. Request for Final Payment
 - ii. Sworn Statement
 - iii. Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
 - iv. Invoice on Contractor's Letterhead
 - v. Before and After Photographs of the site (labeled)
 - vi. City or Township Winter-grade or Final inspection receipt
 - vii. If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed
 - viii. Demolition Permit
 - ix. Waste Manifest- Indicate Type II or Type III landfill
 - x. Field Report/Daily Log

EXHIBIT C
The Contractor's Budget

Parcel ID	Address	Location	Bid Price
59-31-100-007	1074 E. Bristol Road	City of Burton	\$
59-30-551-008	1031 E. Mandeville Street	City of Burton	\$
59-26-300-039	3335 S. Genesee Road	City of Burton	\$
53-35-531-064	308 Rose Street	City of Fenton	\$
07-36-527-136	1045 W. Bergin Avenue	Flint Township	\$
07-22-502-268	3179 Brown Street	Flint Township	\$
07-25-579-043	1101 DeCamp Street	Flint Township	\$
07-21-527-213	2110 Eberly Road	Flint Township	\$
07-36-527-198	1080 Scottwood Avenue	Flint Township	\$
07-22-501-038	2027 Westover Drive	Flint Township	\$
07-36-527-065	1115 Whittemore Avenue	Flint Township	\$
11-19-553-095	1100 E. Cass Avenue	Genesee Township	\$
11-19-503-230	1072 E. Cornell Avenue	Genesee Township	\$
11-19-551-135	1132 E. Downey Avenue	Genesee Township	\$
11-19-501-158	1053 E. Grand Blvd	Genesee Township	\$
11-19-503-144	1258 E. Yale Avenue	Genesee Township	\$
11-19-553-148	1296 E. Genesee Avenue	Genesee Township	\$

EXHIBIT D
Insurance Checklist

GENESEE COUNTY INSURANCE CHECKLIST

Bid Title DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC) Bid Number 14-021

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate including errors and omissions \$200,000/occurrence
<input checked="" type="checkbox"/> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 7. <u>Genesee County and GCMPC named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<input checked="" type="checkbox"/> 8. <u>Other insurance required: Pollution Liability as required for transporters of hazardous waste. Must adhere to NESHAP and ASBESTOS/MIOSHA, OSHA requirements. County to be named as an additional insured via endorsement or evidence of blanket Additional Insured. Limits: \$2 Million per occurrence and \$5 Million in the Aggregate.</u>	
** Additional coverage including excess liability, pollution, and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements. No work may be started until satisfactory proof of coverages as described above is received by the Contract Administrator and the County Risk Management Coordinator.	
<input checked="" type="checkbox"/> 9. Cancellation Notice is to read:	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

ATTACHMENT A – Scope of Work/Summary of Work

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SECTION 100 – SUMMARY OF WORK

PART 1 - GENERAL INFORMATION

1.1 DESCRIPTION

A. This project consists of building and site demolition and disposal of buildings and basement/foundation, including backfill of the excavated area, secure all necessary permits (demolition, water/sewer cut, soil erosion and any other required by the local unit of government), and disconnect water and sewer utilities or cap wells and abandonment of septic tanks, if present, per Genesee County Health Department requirements.

B. Asbestos and hazardous materials have been removed by others for structures identified in this bid (Unless deemed as an *Ordered/Emergency demolition* –See Section c). Contractor is responsible for removing non-friable Category I asbestos containing materials. A licensed abatement company is not required to remove non-friable Category I asbestos containing material; however, a NESHAP Competent Person must be present on-site during the demolition/removal. The burden to conduct the requested work in accordance with all applicable laws and regulations is the responsibility of the contractor.

(1) See Attachment B for NESHAP requirements for Ordered/Emergency Demolitions

(2) Contractor must follow all State and Federal laws and requirements for the removal of all Asbestos Containing materials (ACMs) – friable and non-friable

C. Ordered Demolitions - Requirements per the Asbestos NESHAP for all Ordered demolitions (commonly referred to as emergency demolitions):

(1) An Asbestos NESHAP trained person must be on site during the demolition

(2) Water must be used and all debris must be kept wet at all times (*except when temperatures are below freezing- then records must be kept onsite of the temperature at the beginning, middle and end of each work day*)

(3) Wetted debris may be disposed of in bulk in lined and covered dumpsters. Signs must be posted during handling and loading of debris

(4) All debris must be disposed of as “**friable asbestos**” (**RACM**) at a Type II landfill and disposal records must be kept for 2 years

D. Ordered Demolitions - Requirements per the Asbestos MIOSHA for all Ordered demolitions (commonly referred to as emergency demolitions):

(5) Asbestos Abatement License and training is required for all employees on site of an Ordered/Emergency Demolition. Demolitions involving Class I or Class II ACM require a 40-hour trained competent person

E. Removal of non-friable/intact Class II materials requires workers to be trained 8 or more hours depending on number of Class II materials involved.

F. There is one exception to this competent person training requirement involving flooring that is removed intact utilizing compliant work practices specified in Part 602 for these materials; 12 hours competent person training is required.

G. Requirements of the work are contained in the Scope of Work and include cross-references to published information, which is not necessarily bound herewith.

H. A description of the scope of work can be summarized as follows:

(1) Site and Building Demolition

- (a) Locate property corners and lot lines to accurately set limits of demolition
- (b) Site and building demolition, including the removal of structures, basements, footings, landscaping and walls, cut brush and trees, bituminous and/or concrete paving, and miscellaneous debris on the site

(2) Protection of Trees

- (a) It shall be the responsibility of the Contractor to protect all trees of a diameter of 4" or greater that are located outside of five (5) feet from the structure being demolished

(3) Concrete Sidewalks/Drive Approach

- (a) Access to the property for demolition work shall be limited to an area as designated by GCMPC's site manager/Authorized Representative. The Contractor shall be held responsible for the replacement of any sidewalks damaged during the project
- (b) Contractors shall make all efforts to protect sidewalks by using materials such as dirt, plywood, etc.
- (c) It is the Contractors responsibility to take before and after pictures of sidewalks, drive approach and surrounding areas to document existing condition. Replacement of damaged sidewalk or drive approach is not required, provided contractor's access is limited to the site manager's approved access point
- (d) Concrete, asphalt and/or gravel driveways are to be removed with the exception of the approach. Approach will be defined as the first ten feet of the driveway or from the road to the sidewalk

(4) Site Restoration

- (a) **Site restoration includes fill and compaction of all disturbed areas, seeding and mulch as specified in Section 200, Part 2 - Products.**

(5) Except for items indicated to remain GCMPC's/owner's property, demolished materials shall become the Contractor's property and shall be removed from the site and disposed of legally.

I. Submittals

(1) Landfill receipts/waste manifests must be submitted to GCMPC/Authorized Representative within 10 days with invoice at the completion of project.

(2) All documentation must be submitted for each property/project individually.

(3) Payments will not be processed without receipt of waste manifest documenting proper disposal of waste.

- (a) Request for Payment Packet must include:
 - (i) Request for Final Payment

- (ii) Sworn Statement
- (iii) Waivers of Lien from yourself, as well as all subcontractors listed on Sworn Statement
- (iv) Invoice on Contractor's Letterhead
- (v) Before and After Photographs of the site (labeled)
- (vi) City or Township Winter-grade or Final inspection receipt
- (vii) If sub-contracting, you must provide proof that the sub-contractor is in compliance with the Michigan Workers' Disability Compensation Act requirements and appropriately licensed
- (viii) Demolition Permit
- (ix) Waste Manifest- Indicate Type II or Type III landfill
- (x) Certified Payroll
- (xi) Field Report/Daily Log

1.2 WORK SCHEDULE

- A. Schedule work for most efficient operation. Coordinate with utility companies and/or local agencies to verify that shutting off and capping utility services (electrical, gas, cable, water, storm, sanitary sewer, etc.) has been completed prior to start of demolition.
- B. Immediately after contract award the General Contractor shall submit to GCMPC/Authorized Representative for review a tentative schedule of completion dates and work plan for the above referenced work.
- C. Contractor shall notify GCMPC/Authorized Representative 72 hours in advance if a subcontractor is to be employed for the project and provide the subcontractor(s) company name, address, telephone & fax number, if not provided at time contract is signed.
- D. Furnish certificates of insurance which specifically set forth evidence of all coverage required of the contractor and subcontractor prior to commencement of work. Certificates shall be sent to the Genesee County Metropolitan Planning Commission, 1101 Beach Street, Flint, MI 48502. Furnish to GCMPC/Authorized Representative copies of all endorsements that are subsequently issued amending coverage or limits.
- E. Completion dates are provided in the contract documents.

1.3 CONTRACTOR USES OF PREMISES

- A. General: During the contract period the Contractor shall have full use of the lots occupied by the structures. The Contractor's use of the premises is limited only by the limits of the property and adjacent public right-of-ways if properly barricaded, and the access is as designated by the site manager.
- B. Use of the Site: Limit use of the premise to work in areas indicated. Confine operations to areas within contract limits.

- (1) Driveways and Entrances: Keep driveways and entrances serving adjacent premises clear.
- (2) Drive approaches located between the sidewalk and curb must be left as is.
- (3) Any debris or sedimentation deposited in the road right-of-way shall be promptly removed by the Contractor at the Contractors expense. No sedimentation on the road will be allowed.

C. Any areas disturbed by construction activities shall be re-graded and seeded if necessary.

D. Any fallen trees, trash, debris and/or brush must be removed from site.

1.4 ADJUSTMENTS TO BID

A. In the event a structure or structures itemized on this bid is destroyed or substantially destroyed by fire or other calamity beyond its present condition as determined by GCMPC/Authorized Representative, or environmental hazards are found, at any time prior to actual demolition, GCMPC reserves the right to remove the structure from the bid; or in the event of bid award, to remove the structures(s) from the award and reduce the price by the Contractors' bid for that structure(s).

1.5 USE OF WATER

A. Water must be on site, either through a water truck provided by a contractor or Hydrant rental for ordered demolitions and to address dust pollution control.

END OF SECTION 100

SECTION 200- SOIL EROSION –SEDIMENTATION CONTROL

PART 1– GENERAL INFORMATION

1.1 RELATED DOCUMENTS

A. Drawings, reports, and general provisions of the contract, including General Conditions and other Division I specifications sects apply to this section.

1.2 DESCRIPTION

A. Soil erosion permits are required for certain parcels. Contractor, at Contractor's expense, shall secure waivers and/or permits for soil erosion, demolition, utility cut/plug and/or well/septic abandonment permits.

1.3 SCHEDULING

A. Control measures shall be constructed by the Contractor prior to the time demolition work starts and maintained throughout the demolition and site restoration work.

PART 2 - PRODUCTS

2.1 SEED

A. 30% perennial rye, 30% Kentucky blue grass, 40% creeping red fescue applied at a rate of 100 pounds per acre, placed upon six (6) inches of screened topsoil.

2.2 MULCH

A. Mulch may be straw or wood fiber.

PART 3 - EXECUTION

3.1 PERFORMANCE

A. General: Even though a specified erosion control measure is not called out on the plans, the contractor shall properly control and/or prevent all erosion caused by the Contractor's demolition operation.

B. Sediment Removal:

(1) The Contractor shall take such steps as are necessary to assure the retention and removal of any sediment which enters an existing storm sewer.

(2) If eroded material is allowed to enter a storm sewer system it shall be the Contractor's responsibility to see that all catch basins and manholes are cleaned following demolition prior to receipt of final payment.

(3) All eroded materials deposited in the street gutter as a result of this work shall be removed by the Contractor promptly at the Contractor's expense.

C. Restoration of Surface: Restoration is limited to backfill and compaction of disturbed areas. Final grading, seed and mulch shall be performed by the Contractor.

END OF SECTION 200

SECTION 300 – EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Excavating, filling, and grading for this work includes, but is not necessarily limited to: filling and backfilling to attain indicated grades

1.2 PROJECT CONDITIONS A. Dust Control

(1) The Contractor shall use all means necessary to control dust on and near the work and on and near all off-site borrow areas if such dust is caused by the Contractor's operations during performance of the work or if it results from the condition in which the Contractor leaves the site.

(2) All Surfaces shall be thoroughly moistened as required to prevent dust from being a nuisance to the public and adjacent properties

B. Protection

(1) The Contractor shall use all means necessary to protect adjacent property before, during, and after demolition work.

(2) In the event of damage, the Contractor shall immediately make all repairs and replacement necessary to the approval of GCMPC/Authorized Representative and at no additional costs to GCMPC.

C. Safety: The Contractor is responsible for conducting operations in a safe and orderly manner and in conformance with Michigan P.A. 154.

D. Permits: SEE SECTION 200.1.2.A

1.3 REFERENCES

A. State of Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction. Copies are available on the MDOT website: <http://mdotwas1.mdot.state.mi.us/public/specbook/2012>

B. State of Michigan Department of Transportation Density Testing and Inspection Manual - (2010), (copies available for review on MDOT website: http://www.michigan.gov/mdot/0,1607,7-151-9622_11044_39444---,00.html; copies are available for purchase from the Michigan Department of Transportation, Lansing, MI).

Part 2 - PRODUCTS

2.1 FILL MATERIAL

A. All fill material except for MDOT Class II Granular Material (excluding blue clay), shall be subject to the approval of GCMPC/Authorized Representative.

B. For Approved fill material, notify GCMPC/Authorized Representative in advance of the intention to import material, its location and GCMPC's name, address and telephone number.

C. Provide analytical data or a certification from the borrow source documenting that all off-site materials to be used as backfill or fill is uncontaminated.

The following tests shall be performed for each separate borrow source of backfill material, to verify that it is free of contamination if certification is not provided:

- (1) Volatile Organics (Method 8260);
- (2) Semi-Volatile Organics (Method 8270);
- (3) Pesticides/PCBs (Method 8080); and
- (4) Metal tests for arsenic, barium, cadmium, copper, lead, mercury, selenium, silver and zinc matter.

D. Any fill material obtained from off-site sources shall be free from contamination. Contractor shall provide documentation from each source of fill verifying the fill to be free of contaminants.

E. Fill materials shall be free of rocks or lumps larger than six (6) inches in greatest dimension.

F. Pulverized building materials or debris shall not be used as fill material.

G. Fill from off-site shall be from a commercial source or approved by GCMPC/Authorized Representative.

H. Top Soil

- (1) Six (6) inches of screened top soil must be applied to each lot. (Topsoil must be free of pulverized building materials and construction debris.)
- (2) Provide analytical data or a certification from the borrow source documenting that all off- site materials to be used as topsoil is uncontaminated.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities to remain from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust adjacent properties, drives and walkways.
- C. Protect existing trees to remain.

3.2 DEWATERING

- A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, or from flooding Project site and surrounding area.
- B. Protect subgrades from softening and damage by rain or water accumulation.

3.3 EXCAVATION

- A. Explosives: Do not use explosives.
- B. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

3.4 STABILITY OF EXCAVATIONS

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

3.5 APPROVAL OF SUBGRADE

- A. Notify GCMPC's Representative when excavations have reached required subgrade.
- B. When GCMPC's Representative determines that unforeseen unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill materials as directed.
- C. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by GCMPC's representative.

3.6 STORAGE OF SOIL MATERIALS

- A. Stockpile materials acceptable for backfill and fill soil materials, including, acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent wind-blown dust.
 - (1) Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.7 BACKFILL

- A. Backfill excavations promptly, but not before completing the following:

- (1) Receipt of approval to proceed from local municipality building inspector.
- (2) Acceptance of removals below finish grade.
- (3) Removal of trash and debris from excavation.
- (4) Removal of temporary shoring and bracing and sheeting.

3.8 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills.

- (1) Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface.

B. When subgrade or existing ground surface to receive fill has a density less than that required for fill, break up ground surface to depth required, pulverized, moisture-condition or aerate soil and re-compact to require density.

C. Place fill in layers to an elevation of between 8" to 18" above adjacent undisturbed ground.

3.9 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or back fill layer before compaction to within 2 percent of optimum moisture content.

- (1) Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- (2) Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density.

3.10 COMPACTION

A. Place backfill and fill materials in layers not more than 18 inches in loose depth. Contractor shall achieve compaction by reasonable means as determined by the Contractor. All methods of compaction shall be approved by GCMPC's Representative. Heavy equipment such as loaders, bulldozers, etc. may be used to achieve compaction if approved by GCMPC's Representative. If the compaction methods do not achieve the required compaction, then mechanical vibratory equipment shall be used.

3.11 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

- (1) Provide a smooth transition between existing adjacent grades and new grades.
- (2) Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water to adjacent right-of-ways. Provide a uniform finished surface grade sloped at 2% minimum and 5% maximum. Match existing grade at adjacent property lines.

3.12 PROTECTION

- A. All trees of a diameter of 4" or greater located outside of five (5) feet from the structure to be demolished shall be protected. If such trees are damaged, the contractor shall replace damaged tree as directed by GCMPC's Representative.
- B. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- C. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled or lose compaction due to subsequent construction operations or weather conditions.
 - (1) Scarify or remove and replace material to depth directed by GCMPC's Representative; reshape and re-compact at optimum moisture content to the required density.
- D. Settling: Where settling occurs during the Project correction period, remove finishing surfacing, backfill with additional approved material, compact, and reconstructing surfacing.
 - (1) Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the property.

3.14 PAYMENT

- A. The work of excavating, filling, and grading shall be included in the lump sum project costs. The work of grading shall include all labor, materials and equipment necessary for filling and compaction the subgrade prior to placing any improved surface. Any areas disturbed by construction activities shall be re-graded and reseeded if necessary.
- B. If weather does not allow for final-grade at the time demolition is complete, 10% of the property bid price will be withheld until final grade is completed and inspected.

END OF SECTION 00300

SECTION 400 – BUILDING DEMOLITION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Condition and Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - (1) Demolition and removal of building, basements, and foundations.

(2) Demolition and removal of site improvements, including but not limited to retaining walls, paving and foundation landscaping. Existing trees 4" in diameter, located outside of five (5) feet from the structure shall remain and be protected during demolition.

B. Related Sections: The following contain requirements that relate to this Section.

- (1) Division 1 Section "Soil Erosion-Sedimentation Control".
- (2) Division 2 Section "Excavating, Filling and Grading" for soil materials, excavating, backfilling, and site grading.

1.3 DEFINITIONS

- A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged or to remain.
- B. Existing to Remain: Protect items indicated to remain against damage during demolition.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, or otherwise indicated to remain, demolished materials shall become the Contractor's property and shall be removed from the site with further disposition at the Contractor's option.

1.5 SUBMITTALS

- A. General: Submit each item in this Article according to the Conditions of the Contract & Division I Specifications sections, for information only, unless otherwise indicated.
- B. Proposed dust-control measures.
- C. Proposed noise control measures.
- D. Schedule of demolition activities indicating the following:
 - (1) Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
- E. Inventory of items to be removed and salvaged.
- F. Landfill records for record purposes indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Requirements: Contractor shall have successfully completed demolition work similar to that indicated for this project.
- B. Regulatory Requirements: Comply with governing EPA, state and local notification regulations before starting demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Contractor is responsible to comply with any/all required demolition permits required by local authorities and ordinances.

- B. Buildings to be demolished will be vacated and their use discontinued before start of work.
- C. GCMPC assumes no responsibility for actual condition of the buildings to be demolished.
 - (1) Conditions existing at time of inspection for bidding purpose will be maintained by GCMPC as far as practical.
- D. Storage or sale of removed items or materials on-site will not be permitted.
- E. Landfill Disposal: Contractor shall supply GCLBA with a copy of landfill and disposal receipts.

PART 2-PRODUCTS (Not Applicable)

PART 3-EXECUTION

3.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of demolition required.
- B. Survey the condition of the buildings to determine whether removing any element might result in a structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during demolition.
- C. Perform surveys as the Work progresses to detect hazards resulting from demolition activities.

3.2 PREPARATION

- A. Drain, purge, otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.
- B. If necessary, employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during demolition operations.
- C. Conduct demolition operations and remove debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - (2) Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from GCMPC and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
- D. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area.
 - (1) Erect temporary protection such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
 - (2) Protect existing site improvements, appurtenances, and landscaping to remain.
 - (3) Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

3.3 EXPLOSIVES

- A. Use of explosives will not be permitted.

3.4 POLLUTION CONTROLS

Under the authority of Section 112 of the Clean Air Act, as amended, 42 U.S. C. 1857(C-7), the Administrator of the United States Environmental Protection Agency (EPA) promulgated National Emission Standards for Hazardous Air Pollutants on April 6, 1973, (38 F.R. 8820). Asbestos was designated a hazardous air pollutant, and standards were set for its use, and to control asbestos emissions. It was determined that one significant source of asbestos emissions was the demolition of certain buildings and structures.

Additionally, contractors are required under authority of Section 114 (a) to follow EPA personnel to freely enter any of your facilities or demolition sites, to review any records, inspect any demolition method, and sample or observe any omissions.

All demolition operations conducted by the Demolition Contractor are to be in compliance with application provisions of Section 112 of the Act and 40 C.F.R. Section 61.22(d).

In addition, Section 113(c)(1) of the Act(42 U.S.C. 1857 C-8(c)(1), provides that any person who knowingly fails or refuses to comply with any such order shall be punished by a fine of not more than \$25,000 per day of violation, or by imprisonment for not more than one year, or by both.

Finally, Section 113(c)(2) of the Act (42 U.S.C. 1857 C-8(c)(2), provides that any person who knowingly makes any false statement in any report required under the Act shall be punished, upon conviction, by a fine of not more than \$10,000 or by imprisonment for not more than six months, or by both.

A. Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

- (1) Do not create hazardous or objectionable conditions, such as ice, flooding, and pollution, when using water.

B. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

D. Contractor shall limit hours of operation to Monday through Friday during the hours of 7:00 a.m. to 6:00 p.m. Special hours of operation outside the normal hours must be approved by GCMPC. Contractor shall limit noise pollution at all times to prevent objectionable conditions.

3.5 DEMOLITION

A. Building Demolition: Demolish buildings, structures, facilities, and other debris including brush and trees or logs, and completely remove from the site. Use methods required to complete Work within limitations of governing regulations and as follows:

- (1) Locate demolition equipment throughout the building and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- (2) Dispose of demolished items and materials promptly. On-site storage or sale of removed items is prohibited.

- (3) Small buildings may be removed intact when permitted by GCMPC's Representative and approved by authorities having jurisdiction.
- (4) Break up and remove concrete slabs on grade, unless otherwise shown to remain.
- (5) Remove air-conditioning equipment without releasing refrigerants.
- (6) Remove structural framing members to ground to avoid free fall and to prevent ground impact and dust generation.

B. Below-Grade Construction: Demolish foundation walls and other below-grade construction, as follows: Below grade structures foundation/basement floor shall be totally removed.

C. Filling Below-Grade areas: Completely fill below-grade areas and voids resulting from demolition of buildings and pavements with soil materials according to requirements specified in Section 300 Earthwork.

D. Damages: Promptly repair damages to adjacent facilities caused by demolition operations.

E. Special Conditions

The Contractor shall preserve all surrounding buildings and property. Contractor should note the proximity of surrounding buildings. **Any** damage to surrounding buildings or property will be repaired by the Contractor at his expense.

3.6 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials and legally dispose of them.

D. Contractor shall supply GCMPC/Authorized Representative with a copy of all landfill and disposal receipt. All disposal receipts and waste manifests must be supplied to GCMPC/Authorized Representative in a timely manner to insure payment will be paid in a timely manner.

3.7 MEASUREMENT & PAYMENT

A. The work of Building Demolition shall not be paid for separately but shall be included in the lump sum of project costs.

END OF SECTION 300

ATTACHMENT B

Michigan Department of Environmental Quality NESHAP Program

NOTIFICATION OF INTENT TO RENOVATE/DEMOLISH – ONE STOP SUBMITTAL INSTRUCTIONS

The Department of Environmental Quality is pleased to announce the ability to submit the **Notification of Intent to Renovate/Demolish** form on - line. You will be able to submit electronically by accessing and using the Michigan Business One Stop site. We have made enhancements to help better serve you. To get started click the following link:

<http://www.michigan.gov/business>

If you are a new user you will need to register. This is a one - time registration for your business. Instructions with graphics are attached. For questions with navigation call the toll free # for Michigan Business One Stop Customer Assistance Center is 1.877.766.1779 (M - F, 7 am - 6 pm). You will now see the following page.



From here you can:

- Access One Stop tutorials
- Take the One Stop tour
- Try the One Stop simulator

For new users, you will need to register for a One Stop identification and password. This process can be started by clicking on the GO button under the Start & Register section.

For registered users with a user ID and password (or after registering) you can enter your user ID and password in the provided entry fields and click the GO button under the Registered User section.

Your final step is to register your business by clicking on the GO button under the For Business section.



Follow the instructions to register your business in One Stop. This is a onetime process that you may need your papers and documents from creating your business.

Asbestos NESHP Program
Technical Programs Unit
Michigan DEQ - Air Quality Division

ATTACHMENT C – Community Development Block Grant (CDBG) Requirements

EQUAL EMPLOYMENT OPPORTUNITY

(Executive Order 11246, as amended -41 CFR Part 60-

1.4(b)) During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which s/he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and

the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedure authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provision, including sanctions for noncompliance: *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT
OPPORTUNITY CONSTRUCTION CONTRACT
SPECIFICATIONS (Executive Order 11246 - 41 CFR
Part 60.4.3)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance

with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 18.7a through 18.7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where

possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (18.7a through 18.7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 18.7a through 18.7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or

ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 18.7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE
ACTION TO ENSURE EQUAL EMPLOYMENT
OPPORTUNITY (Executive Order 11246 - 41 CFR
PART 60-2)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation in Each

Trade

Time Table: Until Further Notice Trade: All Trades Goal (Percent):

12.6%

Goals for Female Participation in Each

Trade

Time Table: Until Further Notice Trade: All Trades Goal (Percent):

7.0%

These goals are applicable to all the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its Federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training shall be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor's goals, shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone

number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is [insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any].

PARTICIPATION GOALS FOR MINORITIES AND FEMALES
(Office of Federal Contract Compliance Programs
(OFCCP)

Technical Assistance Guide for Federal Construction Contractors,
Appendix E)

Contractors may establish higher goals if they desire. Although a contractor is required to make good faith efforts to meet their goals, the goals are not quotas and no sanctions are imposed solely for failure to meet them. The following factors explain the difference between permissible goals, on the one hand, and unlawful preferences, on the other:

- Participation rate goals are not designed to be, nor may they properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin.
- Goals are neither quotas, set-asides, nor a device to achieve proportional representation or equal results. Rather, the goal-setting process is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent barriers to equal employment opportunity.
- Goals under Executive Order 11246, as amended, do not require that any specific position be filled by a person of a particular gender, race, or ethnicity. Instead, the requirement is that contractors engage in outreach and other efforts to broaden the pool of qualified candidates to include minorities and women.
- The use of goals is consistent with principles of merit, because goals do not require an employer to hire a person who does not have the qualifications needed to perform the job successfully, hire an unqualified person in preference to another applicant who is qualified, or hire a less qualified person in preference to a more qualified person.
- Goals may not be treated as a ceiling or a floor for the employment of members of particular groups.
- A contractor's compliance is measured by whether it has made good faith efforts to meet its goals, and failure to meet goals, by itself, is not a violation of the Executive Order.

MINORITY/WOMEN/HANDICAP BUSINESS ENTERPRISE PROCUREMENT PROCEDURES

Projects assisted with Genesee County Community Development Block Grant (CDBG); Emergency Shelter Grants (ESG); HOME Investment Partnerships Program (HOME); and Supportive Housing Program (SHP) funds must comply with Program procurement standards. Federal regulations contained at 24 CFR 85.36(e)(2)(l) require that the opportunity to bid on activities assisted, in any part, with these Genesee County Program funds, be offered to MBE/WBE/HBE firms.

Local Units of Genesee County government, Non-Profit Agencies, Architectural / Engineering / Design / Consulting firms; Prime Contractors, and Subcontractors must complete the appropriate Procurement Outreach form (attached) in order for bid procedures to be complete and compliant with federal regulations. For your convenience a copy of the *Genesee County Office of Equity & Diversity Certified Businesses and Minority Business Directory* can be found at <http://www.gc4me.com/employment/services.php> to assist you in identifying contractors and businesses needed to carry out your project activity. The *Directory* is not to be construed as the sole source listing of MBE/WBE/HBE firms in our community, but rather as one source.

It is required that a minimum of three contractors/business be contacted for each industry Procurement that proposed to be assisted with Genesee County federal Program funds. Of these three, at least one MBE/WBE/HBE per industry must be offered the opportunity to bid on the project activity. Examples of industries are: architectural and engineering services; janitorial services; paper goods; asphalt paving services; roofing firms; electrician services; and other construction trades. This is not an exhaustive list of activities. Procurement procedures depend on the amount of the work to be procured. Please reference the attached information on procurement and labor standards for federally assisted projects and activities.

All subrecipients are responsible for ensuring that their Prime and Subcontractors also complete the MBE/WBE/HBE outreach form in order for the bid process to be considered compliant. Prime Contractors are required to perform the outreach procedures when seeking subcontractors for performing work / offering materials, services, or supplies on the federally assisted project / activity. Proper documentation includes: the name of the company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE. Should the outreach documentation not include a potential MBE/WBE/HBE, the subrecipient; prime and subcontractors must indicate through written documentation the reason(s) why this situation has occurred. This must be attached to the proposed bid tabulations prior to approval of acceptable bid by Genesee County.

If the proper documentation is not provided to Genesee County, the project procurement procedures will not be considered compliant, and therefore any resulting bids will not be considered acceptable. The bid process may be delayed and/or may be required to be re-bid should the MBE/WBE/HBE outreach process be non-compliant. This will be determined at the sole discretion of Genesee County.

In order to assure compliance with federal regulations, a copy of all bid tabs and the MBE/WBE/HBE outreach forms must be submitted to Genesee County prior to any award of contracts, the preconstruction meeting; and/or any purchase of equipment, supplies, and / or services to be assisted under a federally assisted project / activity.

GENESEE COUNTY MBE/WBE/HBE OUTREACH
REPORT
FOR LOCAL UNITS OF GOVERNMENT, CONTRACTORS AND
SUBCONTRACTORS

Date: _____

Local Unit of Government: _____

Prime Contractor: _____

Subcontractor: _____

Contact Person: _____ Telephone Number: _____

Name of Project: _____

Type (Construction, Materials, Services OR Supplies): _____

To comply with federal Procurement and MBE/WBE/HBE outreach requirements, local units of government; non-profit agencies; prime contractors; and subcontractors are required to select three businesses for each category, (i.e., materials, supplies, services, design/engineering/architectural services, construction trades, etc.). Of these three businesses, one business must be selected for solicitation from a MBE/WBE/HBE. This form may be reproduced if necessary for additional contacts.

The following information is required. If the proper documentation is not provided, your bid documentation will be considered as incomplete, and therefore will not be considered acceptable.

Proper documentation includes: name of company, name of person contacted, date of contact, registered mail slip, and identification of selected MBE/WBE/HBE's.

1) Contractor Name: _____

Contact Person: _____

Form of Contact: _____ Date: _____

Supporting Documentation:

Written Bid Received: YES___ NO ___ Amount: _____

Were they Selected for Contract?: YES___ NO ___

If No, Why?

MBE/WBE/HBE: YES___ NO ___

Section 3: YES___ NO ___ If yes, please fill out Section 3 forms.

2) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation:
Written Bid Received: YES___ NO ___ Amount: _____
Were they Selected for Contract?: YES___ NO ___
If No, Why?
MBE/WBE/HBE: YES___ NO ___
Section 3: YES___ NO ___ If yes, please fill out Section 3 forms.

3) Contractor Name: _____
Contact Person: _____
Form of Contact: _____ Date: _____
Supporting Documentation:
Written Bid Received: YES___ NO ___ Amount: _____
Were they Selected for Contract?: YES___ NO ___
If No, Why?
MBE/WBE/HBE: YES___ NO ___
Section 3: YES___ NO ___ If yes, please fill out Section 3 forms.

Local Unit of Government Signature: _____ Date: _____

Prime Contractor Signature: _____ Date: _____

Subcontractor Signature: _____ Date: _____

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Accounting & Financial Services	Burton Dave Associates	Dave Burton	MBE	5101 N. Saginaw	Flint	MI	48505	810-785-5198	Professional accounting & business service
Accounting & Financial Services	Citizens Electronic Income Tax	Joe Gadison		4124 Clio Road	Flint	MI	48502	810-785-2585	
Accounting & Financial Services	Gail's Accounting & Taxes	Gail Forgie	WBE	1151 E. Decamp Street	Burton	MI	48529	810-715-4526	Accountant and tax professional
Accounting & Financial Services	Musselman Tax Service	Denise Musselman	WBE	3364 N. Belsay Road	Burton	MI	48509	810-736-1667	
Appraisers	Associated Appraisal Service, Inc.	Arden O'Neill		1423 E. Bristol Road	Burton	MI	48529	810-742-5220	Provide complete residential and commercial appraisals
Architectural	Alhambra Designs	Gregory Tolbert-Bey	MBE	2101 M.L. King Ave., PO Box 645	Flint	MI	48501	810-234-2267	Landscape architectural design, site planning
Automotive	Allied Battery Motive Systems	Sixto Olivo	MBE	3713 Lee Street	Flint	MI	48506	810-744-1223	Sales, rental and repairs of forklifts, golf carts, batteries & chargers
Automotive	Clark's Brother's Bump & Paint	Odell Clark	MBE	6209 N. Saginaw Street	Flint	MI	48505	810-789-4191	
Automotive	McGee's Collision	Lela McGee-Johnson	M/WBE	G-6142 N. Saginaw	Mt. Morris	MI	48458	810-787-7639	Auto collision repairs
Automotive	Premier Ford	Joe Hood	MBE	5470 Ali Drive	Grand Blanc	MI	48439	810-579-1400	
Automotive	Brown's Collision	William Brown	MBE	618 Stockdale	Flint	MI	48503	810 235-3939	Auto Collision Repairs
Automotive	Grundy's Auto Services	George & Carolyn Grundy	M/WBE	4804 N. Saginaw Street	Flint	MI		810-787-1103	
Automotive	Patsy Lou Willimason Buick, GMC, Inc.	Jim Freeman	MBE	G-7401 Clio Road	Mt. Morris	MI	48458	810-232-1830	
Commercial Products & Services	Adaptive Manufacturing Solutions	Laurie Moncrieff	WBE	G-4206 S. Saginaw Street	Burton	MI	48529	810-743-1600	Precision machining, fabrication, tooling, project management, design/engineering
Commercial Products & Services	Mer-Wil Industries, Inc.	Mervin Williams	MBE	328 S. Saginaw Street, STE 90	Flint	MI	48502	810-239-0600	Industrial/commercial supplier of hardware & building supplies

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Commercial Products & Services	Genesee Packaging	Sharon Fleming	DBE	PO Box 7716	Flint	MI	48507	810-235-6120	
Commercial Products & Services	Mac Arthur Corp.	Thomas Barrett	DBE	3190 Tri Park Drive	Grand Blanc	MI	48439	810-606-1777	Custom Labels, Dye Cutting
Commercial Products & Services	Brooks Energy	Royal Brooks	DBE	3921 Wisner Street	Flint	MI	48504	810-877-8913	Saw Blade Manufacturing
Commercial Products & Services	Global Energy Innovations, Inc.	K. Joel Berry	DBE	6060 Covered Wagons Trail	Flint	MI	48532	810-610-2816	
Commercial Products & Services	Vision Manufacturing & Plastics, Inc.	Brenda Williams	DBE	2000 N. Saginaw Street	Flint	MI	48505	810-767-2987	Plastic Manufacturing
Computer	Commerce Connect, LLC	Julie Keener	WBE	460 S. Saginaw Street	Flint	MI	48502	810-424-0010	Internet products & services
Computer	D & L Computer Services	Gail Bowman	M/WBE	G2412 W. Carpenter Road	Flint	MI	48505	810-787-2728	Bookkeeping, resumes, invoicing, tax consultant, software installation
Computer	Technical Edge, INC	Jenean Kleinedler	WBE	G3237 Beecher Road, STE H	Flint	MI	48532	810-230-0300	Software development, network solutions, internet needs
Concrete or Asphalt	Cliff's United Development, INC	Clifford Scott	MBE	821 Stockdale Street	Flint	MI	48504	810-235-5431	Concrete contractor, repair
Concrete or Asphalt	J.T. Builders	Jose Thompson	MBE	1707 Hobson	Flint	MI	48504	810-787-7078	Residential Concrete
Concrete or Asphalt	S&G Excavating	Marvin Grant	MBE	3702 Kellar Avenue	Flint	MI	48504	810-785-0080	Concrete laying
Concrete or Asphalt	Spights Asphalt & Paving	Thomas Spight	MBE	1312 E. Carpenter Road	Flint	MI	48505	810-785-9137	
Concrete or Asphalt	Lois Kay Contracting Company	Lois Kreager	WBE	3046 Carrolton Road	Saginaw	MI	48604	989-753-3618	Concrete contractor, highway & street construction
Concrete or Asphalt	Lue's Cement Contracting		MBE	402 W. Home	Flint	MI	48505	810-785-1500	
Concrete or Asphalt	Sanches Construction, INC	Deborah Sanches-Edgecomb	DBE	3508 Wood Street	Lansing	MI	48906	517-485-4694	Concrete pavement, patching, widening, curbs, driveways, sidewalks, bridge railing
Concrete or Asphalt	S&L Walker & Sons Asphalt	Sam Walker	MBE	513 E Russell Avenue	Flint	MI	48505	810-785-8155	
Concrete or Asphalt	Smooth Finish Concrete	Holly Gustinis	DBE	11181 Green Road	Goodrich	MI	48438	810-636-7062	Poured concrete foundation, paving residential/commercial driveway/parking areas

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Concrete or Asphalt	State Crushing, INC	Raymond Orozco	DBE	2260 Auburn Road	Auburn Hills	MI	48326	248-332-6210	Crush/recycle concrete into special forms of aggregate & deliver to construction site
Concrete or Asphalt	Willie Brown Masonry	Willie Brown	MBE	6165 Harwood	Mt. Morris	MI	48458	810-785-5557	
Construction/General Contractor	Bedrock Building, Inc.	Michael E. Foy	WBE	5136 N. Linden Road	Flint	MI	48504	810-691-0808	General contractor
Construction/General Contractor	Dickerson Mechanical, INC	Mary Ann Dickerson	WBE	415 W Rising Street	Davison	MI	48423	810-653-7290	General contractor
Construction/General Contractor	Ping Development	Walt Ingram	MBE	711 E. Baltimore	Flint	MI	48505	810-787-3167	
Construction/General Contractor	Sorensen Gross Construction Services	Shelly Shattuck	DBE	3407 Torrey Road	Flint	MI	48507	810-235-3200	General contractor
Construction/General Contractor	W.T. Stevens Construction	Rhonda & Donald Stevens	W/MBE	934 E. Ruth Avenue	Flint	MI	48505	810-394-9949	New constuction, build-outs, demolition, concrete, abatement
Construction/General Contractor	Alliance General Contractors	Walt Ingram	MBE	416 Pasadena	Flint	MI	48505	810-787-6909	
Construction/General Contractor	D&N Development	Derek Hatter	MBE	5432 Jennings Road	Flint	MI	48504	810-785-2611	General contractor & demolition
Construction/General Contractor	Greco Equipment Co.	Paskle Greer Jr.	MBE	1207 N. Ballenger Suite D	Flint	MI	48504	810-238-5224	Highway construction, demolition & concrete work
Construction/General Contractor	Holley Builders	Duane Holley	MBE	6106 N. Jennings	Mt. Morris	MI	48458	810-789-3212	Residential building & remodeling
Construction/General Contractor	Intriax, LLC	Kevin McQueen		1192 N. Genesee Road	Burton	MI	48509	810-744-2760	Construction & engineering services
Construction/General Contractor	Rhodes Construction Company of Flint, Inc.	James Rhodes Jr.	MBE	2268 Douglas Joel	Flint	MI	48505	810-785-0771	Residential home design, Industrial contractor, project management
Construction/General Contractor	Russ Cesarz Design & Build, INC	Russ Cesarz	MBE	16479 Belfast Drive	Fenton	MI	48430	810-599-6019	Residential home design & building
Construction/General Contractor	Tiffany's Construction Inc.	Colonel Lee	MBE	G-1173 N. Ballenger Hwy, #102	Flint	MI	48504	810-767-3169	Fire repair, remodeling, home design
Construction/General Contractor	J Perez Construction, Inc.	Josemaria (Joe) Perez	MBE	2232 Davison Rd	Flint	MI	48506	810-233-8555	General contractor
Construction/General Contractor	Lockett Enterprises	Corey Lockett	DBE	622 Mason Street	Flint	MI	48506	810-407-6644	Construction Management

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Construction/General Contractor	Vets Access Ramps, LLC	Daniel Corcoran	DBE	9288 Seymour Road	Montrose	MI	48457	810-639-2222	Customized home renovations & services for the aging/disabled, ramps
Construction/General Contractor	AAK Construction	Frank Timmons	MBE	3731 Worchester Drive	Flint	MI	48503	810-744-0462	
Construction/General Contractor	Better Builders	Frederick Speed	MBE	3615 N. Saginaw Street	Flint	MI	48505	810-789-0101	
Construction/General Contractor	Forrester Construction Co. Inc.	Thomas E. Root	WBE	PO Box 606	Flint	MI	48501	810-715-7540	General contracting for commercial, institutional & government buildings
Construction/General Contractor	Hercy's Construction	H. Gene Williams	MBE	1314 E. Princeton	Flint	MI	48505		
Construction/General Contractor	MDT Construction	Michelle Tucker	M/WBE	2508 E. 2nd Street	Flint	MI	48503	810-449-9584	
Construction/General Contractor	T & S Construction, INC	Aonie Gilcrest	MBE	2000 N. Saginaw Street	Flint	MI	48505	810-640-1207	
Construction/General Contractor	Barnett Construction		MBE	1425 Eldorado Drive	Flint	MI	48504	810-597-9786	Residential remodeling, fire restoration, general contractor & industrial construction
Construction/General Contractor	Nuco Construction, INC	Kenneth Henderson		12871 Croftshire	Grand Blanc	MI	48439	810-695-3548	General contracting for commercial & industrial projects
Construction/General Contractor	S&M Building & Remodeling	Samy Meshraky	MBE	4081 S. Belsay Road	Burton	MI	48519	810-742-7986	
Construction/General Contractor	Marliz Group, LLC	Alde Lewis, Jr.	MBE	201 E. Hamilton Avenue	Flint	MI	48505	810-767-0006	Commercial & institutional building construction management
Consultants	Action Management Corporation			915 S. Grand Traverse Street	Flint	MI	48502	810-34-2828	Career consulting, leadership development, career transition
Consultants	ATGAM, INC	Edna Rubin	M/WBE	G1387 Holtslander Avenue	Flint	MI	48505	810-767-2788	Education, recreation, retail training
Consultants	B. Greer & Associates, INC	Bobbie J. Greer	M/WBE	PO Box 1042	Flint	MI	48501	810-733-5607	Personal/professional services
Consultants	Center for Human Resources Solutions	Abner Tansil	MBE	8445 S. Saginaw Street, STE 205	Grand Blanc	MI	48439	810-603-0484	Affirmative Action, EEO claims, diversity learning & management

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Consultants	Convergent Technology Partners	Martin Thomas		801 S. Saginaw Street	Flint	MI	48507	810-720-3820	Technology consulting, network/desktop support, equipment specification, bid evals & recommendations
Consultants	Empowerment Training Consultants	Ronald Hudson	MBE	G5505 N. Saginaw Street	Flint	MI	48505	810-787-6252	
Consultants	GQ Enterprises	Gloria J. Quinney	M/WBE	6362 Laurentian	Flint	MI	48532	810-733-7474	Professional development consultant
Consultants	Independent Consultants, INC	Leon Whitfield	MBE	1515 Woodslea Drive	Flint	MI	48507	810-742-0637	Housing & economic development on local, state, national level
Consultants	Mary A. Rolfe & Associates	Mary Rolfe	WBE	432 N. Saginaw Street, Suite 702	Flint	MI	48502	810-239-8566	Consulting services to predominately non-profits
Consultants	McKelry & Associates	Jesse McKelry	MBE	6702 Parkbelt Drive	Flint	MI	48505	810-789-3728	Technical consulting, blue print reading, machine quality testing
Consultants	Mission of Peace	Reverend Elmira Smith-Vincent		877 E. Fifth Avenue	Flint	MI	48503	810-232-0104	Counseling service for homebuyers
Consultants	Reflective Technologies, INC	Barbara Howard	M/WBE	2712 N. Saginaw Street, STE 105	Flint	MI	48501	810-341-1708	Grant writing & government procurement contracting
Consultants	Signquest Publishers, INC	Linda Lee Massoud	H/WBE	4409 Old Colony Drive	Flint	MI	48507	810-239-5337	Educational books, videos, consulting, instructing
Consultants	Smartworks, INC	Phyllis Lewis	M/WBE	12751 S. Saginaw Street, STE 700	Grand Blanc	MI	48439	810-603-0000	Grant writing & evaluation services for schools, non-profits, governments
Electrical	Halligan Electric, INC	Deborah Halligan	WBE	705 Kelso Street	Flint	MI	48506	810-238-8581	All phases of electrical contracting
Electrical	Power Source Electric	Kelley Preseau	DBE	5092 W. Vienna Road	Clio	MI	48420	810-686-7337	Commercial, residential, small industrial & site lighting
Electrical	Uniflex Electric Company	Patrick Tyus	DBE	8400 Crossboy Ct	Grand Blanc	MI	48439	810-252-3582	Residential, commercial, industrial electrical wiring
Electrical	Ro Lyn Electrical, LLC	Rowland Cornish	DBE	2323 W. Holmes Road	Lansing	MI	48911	517-272-3267	Electrical contractors
Electrical	S & L Electrical	Karl Hudspeth	DBE	5285 Old Shawboro	Grand Blanc	MI	48439	810-234-2117 or 223-6380	

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Electrical	Speed's Electrical Services	Frederick Speed	MBE	3615 N. Saginaw Street	Flint	MI	48505	810-789-2891	
Electrical Engineering	IAM Unlimited, LLC	Jennifer Kayden	WBE	5055 Pilgrim Road	Flint	MI	48507	810-238-8611	Industrial/commercial electrical services, design & engineering, green energy solutions
Embroidery	Special T Custom Products	John McCrea	WBE	1492 Newcastle Drive	Davison	MI	48423	810-654-9602	Embroidery & screen printing
Engineering	A-nalysis Access International	Betty Tucker	DBE	1718 Lynbrook Dr, PO Box 7805	Flint	MI	48507	810-624-9161	Engineering services
Engineering	CHMP, INC	Greg Mason	WBE	5198 Territorial Road	Grand Blanc	MI	48439	810-695-5910	Engineers, architects, surveyors
Engineering	On-Line Die & Engineering, INC	Cornelio Sanson		G4463 S. Dort Hwy	Burton	MI	48529	810-742-2522	Manufactures tools, die build, repair, prototype parts
Engineering	Trans Environmental Engineers, INC	Hanuman Marur	MBE	5466 N. Genesee Road	Flint	MI	48506	810-250-9220	Professional engineering consulting services
Exterminator	Blount's Pest Control	Jeff Blount	MBE	137 E. Piper Street	Flint	MI	48505	810-789-8483	
Flooring/Office Furniture	Space INC	Kathie Suce-Hobohm	WBE	810 S. Saginaw Street, STE 305	Flint	MI	48502	810-235-5151	Office furniture & equipment
Flooring/Carpet Cleaning	Enviro-Clean	Denise Miller	WBE	1284 N. Belsay Road	Burton	MI	48509	810-230-8900	Janitorial, carpet cleaning, fire & water restoration
Flooring/Carpet Cleaning	M & A Carpet Cleaning	Marcus Armstrong	MBE	2418 Davison Road	Flint	MI	48506	810-238-001	Water damage, sewer back-up, mold treatment
Glass	North Saginaw Street Glass Co	Robert Stevenson	MBE	5801 N. Saginaw Street	Flint	MI	48505	810-785-3117	
Hardware	Beauchamp ACE Hardware	Sally Kagerer	WBE	1101 W. Pierson Road	Flint	MI	48505	810-789-7871	
Human Resources/Staffing	Expert Human Resources Consultants, LLC	Vanessa Nelson	DBE	2425 S. Linden Road	Flint	MI	48532	810-789-7711 or 810-813-8732	Human Resources/labor relations consulting, recruitment, employee manuals
Human Resources/Staffing	Leading Edge Enterprises, LLC	Jorge Lecea	M/DBE	2065 S. Elms Road	Swartz Creek	MI	48473	810-733-7411	Recruiting, staffing
Information Technology	Ragha Systems, LLC	Veera Thota	DBE	8390 Warwick Groves Ct	Grand Blanc	MI	48439	810-694-6551	IT & staffing solutions provider, network engineering, database management

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Janitorial	Michigan Merchant's Supply & Service Co	James Ishmon	MBE	8055 Jennings, PO Box 91	Mt. Morris	MI	48458	810-687-8007	Commercial janitorial service & supplies
Janitorial	Enviro-Clean	Denise Miller	WBE	1284 N. Belsay Road	Burton	MI	48509	810-230-8900	Janitorial, carpet cleaning, fire & water restoration
Janitorial	T.D. Cleaning	Tina McHugh	WBE	3163 Delaney Street	Flint	MI	48506	810-250-0406	Residential & business cleaning
Landscaping	Crump's Landscaping	Herbert Crump	MBE	3059 W. Mt. Morris Road	Mt. Morris	MI	48458	810-687-9290	
Landscaping	Pedro's Lawn Care	Carilyn Swartout & Carolyn Moubray	WBE	2156 Howe Road	Burton	MI	48519	810-715-1907	Lawn care & snow removal
Landscaping	Seymore & Son Landscaping & Yard Maintenance	Hayward M. Seymour, Jr.	MBE	2442 E. Maple Ave, STE 9	Flint	MI	48507	810-744-1818	
Landscaping	Timmon's Landscaping	W. Frank Timmons	MBE	3731 Worchester Drive	Flint	MI	48503	810-744-0462	
Landscaping	Tri-City Contracting Services, INC	Darla Hunter	DBE	1464 Hawthorne Drive	Saginaw	MI	48638	989-799-1004	Landscape design, lawn maintenance, tree removal, lot clearing
Landscaping	The Wash Boys	Dario Murillo	DBE	1344 Bay Road	Saginaw	MI	48602	989-249-5377	Landscape design, lawn maintenance, snow plowing, window washing
Legal Services	Kathleen M. Main, P.C.	Kathleen M. Main	WBE	1038 S. Grand Traverse	Flint	MI	48502	810-232-9460	Professional legal services
Legal Services	TW Feaster Attorney at Law PLLC	Torchio Feaster	MBE	436 S. Saginaw Street, STE 300	Flint	MI	48502	810-424-4050	
Lighting	Remier Lighting	Michael Mason	DBE	1055 N. Linden Road	Flint	MI	48532	810-732-6454	Distributor of commercial indoor & outdoor fixtures, lamp/battery recycling containers
Lighting	Samudra Global Energy, INC	Pranjali Wakade	DBE	6120 Green Bank Drive	Grand Blanc	MI	48439	810-240-6218	Design & production of energy efficient/eco-friendly lighting fixtures
Management Services	SDMS - Shively Diversified Management Services, LLC	Alison Shively	WBE	5210 Exchange Drive	Flint	MI	48507	810-244-1046	Business solutions, productivity & staffing solutions

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Marketing	Beltran Media	Terry Beltran	W/DBE	PO Box 324	Clarkston	MI	48347	248-977-2827	Video production & advertising, website design, branding, PR communications, Hispanic marketing
Marketing	PromoConsutls, LLC	Carol Hawks	WBE	239 S. Linden Road, STE 144	Flint	MI	48532	810-496-1869	Promotional product distributor
Office Equipment & Supplies	Schaefer's Complete Office Source	Christine Patterson	WBE	2255 S. Linden Road	Flint	MI	48532	810-732-8050	Office furniture & equipment
Office Equipment & Supplies	T-5 Supplies	Lewis Tolbert	MBE	2712 N. Saginaw Street	Flint	MI	48505	810-232-2698	Paper products, tissue/paper towels, computer paper, paper plates
Painters	Bill Gales Custom Painting	Pamela M. Gales	WBE	3486 N. Irish Road	Davison	MI	48423	810-653-3528	Commercial, residential & industrial painting
Painters	Michael L. Toles Painting	Michael Toles	MBE	4501 Industrial Avenue	Flint	MI	48505	810-785-6568	Commercial, residential painting, wallcovering & powerwashing
Painters	Rainbow Coatings of Michigan, INC	Wendy Leek	WBE	2718 Lippincott Blvd	Flint	MI	48507	810-877-7131	Specializing in powder coat, KYNAR 500, HYLAR 5000
Painters	Trident National Corp.	Edward Elizando		1065 Grant Street	Fenton	MI	48430	810-714-6980	Painting contractor
Plumbing/Piping	Imhotep's Piping & Supplies, INC	Ernest Johnson	MBE	2047 Chelan St, PO Box 13566	Flint	MI	48501	810-235-3086	Industrial piping, including commercial applications
Plumbing/Piping	Just Good Plumbing & Heating	Marcia Launderbaugh	WBE	4286 Phesant Drive	Flint	MI	48506	810-736-8795	Plumbing, heating, air conditioning, repair service, replacement
Plumbing/Piping	Omni Enterprises, INC	Harry Boose	MBE	PO Box 976	Grand Blanc	MI	48439	810-694-6713	Electrical & plumbing supplies
Plumbing/Piping	Wolverine Mechanical, INC	Thomas Lapham, Jr		1255 Butcher Road	Fenton	MI	48430	810-750-6885	Plumbing, heating and air conditioning contractor
Printing	American Speedy Printing Center	Babara Veasley	M/WBE	877 E. Fifth Avenue, STE 103	Flint	MI	48503	810-232-8420	Printing, copying, color inks, design/layout, typesetting, bindery
Printing	Creative Printing & Graphics	Cindy Barnes	WBE	430 S. Dort Hwy	Flint	MI	48503	810-235-8815	Two color offset printing, business stationary, forms, graphic design, bindery

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Printing	Curtis Printint, INC	Elaine Sass	WBE	2171 Lodge Road	Flint	MI	48532	810-230-6711	Printing, design, mailing, perforating, brochures, stationery, business forms
Printing	Leader Printing	Diane Shaw	WBE	122 S. Bridge Street	Linden	MI	48451	810-735-7851	Specializing in all phases of printing
Printing	Nuance Events Planning	Renita Coney-Mays	W/MBE	915 E. Seventh Street	Flint	MI	48503	810-232-7078	Event planning, invitations, programs, desk top published
Printing	S.G. and Company	Angel Cudd	MBE	11232 S. Saginaw Street	Grand Blanc	MI	48439	810-695-8090	Business cards, brochures, flyers, catalogs, resumes, invitations
Printing	Union Printing	Lewis Driskell	MBE	1759 N. Saginaw Street	Flint	MI	48505	810-767-8220	Printing, copying, design
Ramps	Clover Leaf Independent, LLC (Dee's Access Ramps)	Diane Corcoran	WBE	9288 Seymour Road	Montrose	MI	48457	810-639-2222	Preabricated metal ramps
Roofing	Galleon Roofing	Jesse Galleon	MBE	2103 Church Street	Flint	MI	48503	810-239-6160	
Safety	American Safety & Equipment, INC	Sandra Aulbrook	MBE	5055 Pilgrim Road	Flint	MI	48507	810-238-8600	Safety products/services for all industries
Security/Security Systems	Franklin Security	John Kent	WBE	116 Cypress Drive	Davison	MI	48423	810-287-4946	Security guards
Security/Security Systems	Lagarda Security	Nickolas Putz	WBE	2123 S. Center Road	Burton	MI	48519	810-742-8189	Security guards, patrol services
Security/Security Systems	Ornamental Security Doors	Willie Franlin	MBE	G3042 W. Pasadena	Flint	MI	48504	810-733-6790	Commerical & residential doors, windows, window guards, gates, siding
Signs	A Plus Graphics, INC	Lynn O'Connor	WBE	2719 W. Court Street	Flint	MI	48503	810-232-7332	Signs, plaques, banners, lettering
Signs	Apex Sign Group, INC	Gray Gephardt	WBE	6200 N. Dort Hwy	Flint	MI	48505	810-789-8800	
Signs	Central Sign & Fabricating	Russ Govette	WBE	4019 E. Baldwin Road	Holly	MI	48442	810449-9652	Interior/exterior signs, banners, posters, fabricating & supplies
Signs	Jane Cerne Graphic Design	Jane Cerne	WBE	11520 Schram Street	Grand Blanc	MI	48439	810-695-2196	Graphic design, design logos, brochures, annual reports
Signs	Express Graphics	Orin Crushank & Bertram Lawrence	MBE	G3428 W. Pierson Road	Flint	MI	48504	810-785-5499	Signs, banners, tee-shirt printing
Supplies/Lab	DOT Scientific, INC	Danita Riker	WBE	4165 Lippincott Blvd	Burton	MI	48519	810-744-1478	Distributor of laboratory supplies & equipment

MBE/WBE/DBE Business List

Category	Business Name	Contact	Business Type	Address	City	State	Zip	Phone	Info
Supplies/Medical	Electra Med Corporation	Dana Burger	WBE	G-5332 Hill 23 Drive	Flint	MI	48507	810-232-4856	Full service medical equipment & supply
Supplies/Tool	Bobier Tool Supply, INC	Kim Bobier	WBE	G4163 Corunna Road	Flint	MI	48532	810-732-4030	Calibration, repair and machinery sales
Trucking	Alford's Trucking, INC	Otis Alford	DBE	819 Kennelworth Ave	Flint	MI	48503	810-767-2385	Hauling heavy construction materials, intrastate, non-hazmat
Trucking	Ashburn's Trucking	Daren Ashburn	MBE	6625 Parkbelt Drive	Flint	MI	48504		
Trucking	B.T. Express Trucking Co.	Kem Brown	MBE	G4467 Clio Road	Flint	MI	48504	810-789-8807	
Trucking	E.L. Hollingsworth & Co	Stephen Barr		3039 Airpark Drive North, PO Box 7762	Flint	MI	48507	810-233-7331	Transportation, materials mgt, logistics services
Trucking	JB Delivery Service	Joseph Billings	DBE	4825 W. Margaret	Bridgeport	MI	48722	989-777-5036	Intrastate, non-hazmat materials transport
Trucking	Kamryn Gabriel, INC	Glenn Stewart	DBE	113 E. Thackery Street	Flint	MI	48505	810-785-4713	Hauling heavy construction materials
Trucking	Les Nichols Trucking & Excavating, INC	Les Nichols	DBE	1400 Grosbeck Road	Lapeer	MI	48446	810-664-1914	Hauling large equipment, various aggregate materials
Trucking	L & K Trucking	Kerry A. Webster	W/MBE	329 E. Baltimore Blvd	Flint	MI	48505	810-789-0567	
Trucking	Martin Leasing Co	Rick Johnson	MBE	6312 N. Dort Hwy	Flint	MI	48505	810-787-4192	
Trucking	Martin Trucking, INC	Lonnall Martin		G5040 N. Dort Hwy	Flint	MI	48505	810-789-6479 or 691-0327	Trucking/hauling, dealer for asphalt, gravel & stone
Trucking	Osborn Trucking, INC	Bobby Osborn	DBE	5303 Nasser Street	Flint	MI	48505	810-691-5905	Hauling aggregate/heavy construction materials
Trucking	Perry Trucking	Louis Perry	MBE	5371 N. Dort Hwy	Flint	MI	48505	810-787-1848	Provides moving services
Trucking	XXTAR Associates, LLC	Bernard Porter	DBE	14427 Oakley Road	Chesaning	MI	48616	989-274-2545	Dirt/sand/gravel hauling for construction projects
Window Treatments	Window Magic Blinds & Draperies	Brenda Goldman	WBE	2067 Professional Drive	Flint	MI	48532	810-230-1622	Custom window treatments
Writing Services	The Deadline Dervish, LLC	Carmen Hudson	WBE	303 Smith Street, Apt 201	Clio	MI	48420	586-531-6877	Copy writer, content creator, ghostwriter

ARCHITECTURAL BARRIERS ACT OF 1968 PROVISION
(Public Law 90-480, as amended through 1984 - 42 U.S.C. 4151 et seq.)

All contracts for construction of facilities shall contain a provision which requires the recipient to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), as amended, requirement that the design of any facility constructed comply with the "Architectural and Transportation Accessibility Compliance Board Guidelines under the Authority of the Architectural Barriers Act of 1968, as amended.

ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES

www.access-board.gov/adaag/html/adaag.htm

This document contains scoping and technical requirements for accessibility to buildings and facilities by individuals with disabilities under the Americans with Disabilities Act (ADA) of 1990. These scoping and technical requirements are to be applied during the design, construction, and alteration of building and facilities covered by titles II and III of the ADA to the extent required by regulations issued by Federal agencies, including the Department of Justice and the Department of Transportation, under the ADA.

CLEAN AIR ACT OF 1970 AND THE FEDERAL WATER POLLUTION CONTROL ACT PROVISIONS

Contracts and subgrants of amounts in excess of \$100,000.00 shall contain a provision which requires the recipient to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Violations shall be reported to the grantor agency and the Regional Office of the Environmental Protection Agency.

PROJECT:

The above-referenced project is a federally funded activity authorized under the Housing and Community Development Act of 1974. All successful bidders must comply with the National Environmental Policy Act of 1969 and Executive Order 11990, Protection of Wetlands.

WETLANDS PROTECTION CLAUSE Executive Order 11990

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with this Community Development Block Grant project, the following clause (referred to as the Wetlands Protection Clause). During the performance of this contract, the contractor agrees to take the following precautions to protect, preserve, and enhance the natural and beneficial values of wetlands in carrying out his/her responsibilities under this contract:

1. The contractor agrees that all work performed under this contract will be kept to existing roadways and their associated drainage ditches.
2. The contractor agrees that any spoils accumulated as a result of the roadway and ditch work is to be transported out of the project area to prevent its possible deposit in nearby sensitive wetland areas.
3. The contractor agrees, that in those areas of impending contact between the roadway and a sensitive wetland area, efforts will be made to impede such contact.
4. The contractor agrees to include this clause in every subcontract for work in connection with this project and will, at the direction of the applicant for or recipient of the federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of the provisions of this clause.
5. Compliance with the provisions of this clause, Executive Order 11990, the regulations set forth in 24CFR 58, and all applicable environmental rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or contract through which federal assistance is provided and to such sanctions as are specified by Community Development Block Grant Regulations 24CFR 570, Sections 570.910, 570.911 and 570.913, or section 111(A) of the Housing and Community Development Act of 1974.

Attachment D – Section 3 Clause

135.38 Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall *begin*.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment E – Business Information Form

Business Name: _____

Business Address: _____

Type of Business: _____

Contact Person: _____ Title: _____

Contact Person Phone: _____ Fax: _____

Email: _____

Business Owner(s): _____

Minority/Woman/Handicapped Owned Business Enterprise: YES___ NO ___

Section 3 Certified Business Enterprise: YES___ NO___

Attachment F – Certification Form Note

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE SUBMITTAL CERTIFICATION

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the “Respondent”), that the information provided in this RFP submittal to GCMPC is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Attachment G – Genesee County Insurance Checklist

Bid Title DEMOLITION OF RESIDENTIAL STRUCTURES FOR THE GENESEE COUNTY METROPOLITAN PLANNING COMMISSION (GCMPC) Bid Number 14-021

Coverages Required	Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Professional liability aggregate Including errors and omissions \$200,000/occurrence	\$1,000,000 per occurrence with \$2,000,000
<u>X</u> 5. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 7 <u>Genesee County and GCMPC named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>	
<u>X</u> 8 <u>Other insurance required: Pollution Liability as required for transporters of hazardous waste. Must adhere to NESHAP and ASBESTOS/MIOSHA, OSHA requirements. County to be named as an additional insured via endorsement or evidence of blanket Additional Insured. Limits: \$2 Million per occurrence and \$5 Million in the Aggregate.</u>	
** Additional coverage including excess liability, pollution, and errors and omissions may be required depending on the conditions of the building and processes to be utilized. Each project is to be bid separately, and each will require evaluation for possible risk exposure and additional insurance requirements. No work may be started until satisfactory proof of coverages as described above is received by the Contract Administrator and the County Risk Management Coordinator.	
<u>X</u> 9. Cancellation Notice is to read: Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left or 10 day notice for non-payment of premium.	
<u>X</u> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 11. The certificate must state bid number and title	

Attachment H – Property Price Coversheet & Bid Tab

Company Name: _____

Statement of Experience

Years of Company Experience: _____

Years of Individual Experience: _____

Demonstration of Capacity

Number of weeks to complete ten (10) demolitions: _____

Number of employees: _____

Rush Pricing Alternative

On the next page you will be asked to include a price per property for rush demolitions, what is the typical timeframe and what is the timeframe for rush, if available?

Typical Timeframe for Demolition Completion: _____

Rush Timeframe for Demolition Completion: _____

I certify that I have the necessary equipment and staffing available in order to complete the Scope of Work outlined in this bid.

Signed this _____ day of _____, 2014

Name of Contractor/Authorized Representative

Signature of Contractor/Authorized Representative

Contractor Address

Phone

Email

Attachment H – Price per Property See page 18

*Emergency Demolition – see Attachment A, Section 100, Part 1, Section C

Attachment I – Federal Labor Standard Provisions and General Wage Decision

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination or the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contracts subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make their records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit their required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to an individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rates specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to, and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

>

General Decision Number: MI140057 01/03/2014 MI57

Superseded General Decision Number: MI20130057

State: Michigan

Construction Type: Heavy

County: Genesee County in Michigan. HEAVY CONSTRUCTION PROJECTS

Modification Number 0 Publication Date 01/03/2014

CARP0706-017 08/01/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 23.93	18.15

* ELEC0948-009 06/03/2013

	Rates	Fringes
ELECTRICIAN.....	\$ 35.40	18.69

----- ENGI0326-011 07/01/2012

	Rates	Fringes
OPERATOR: Power Equipment		
Group 1.....	\$ 28.99	20.20
Group 2.....	\$ 28.74	20.20
Group 3.....	\$ 27.64	20.20
Group 4.....	\$ 22.84	20.20
Group 5.....	\$ 22.24	20.20
Group 6.....	\$ 19.79	20.20

FOOTNOTES:

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate.
 Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

PAID HOLIDAYS: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer tower crane, gantry crane, whirley derrick

GROUP 3: Backhoe/Excavator; Boring Machine; Bulldozer; Crane; Grader/Blade; Loader; Roller; Scraper; Tractor; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom truck (non-swinging)

GROUP 6: Fork Truck (20' lift and under for masonry work)

----- IRON0025-006 03/01/2013

	Rates	Fringes
IRONWORKER		
Reinforcing.....	\$ 28.30	24.60
Structural.....	\$ 33.29	25.34

----- LABO0334-009 06/01/2013

	Rates	Fringes
Landscape Laborer		
GROUP 1.....	\$ 21.46	6.70
GROUP 2.....	\$ 17.24	6.70

LANDSCAPE LABORER CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer and skidsteer (or equivalent)

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

----- LABO1075-010 06/01/2013

	Rates	Fringes
LABORER		
Common or General; Grade Checker; Mason Tender - Cement/Concrete; Pipelayer..	\$ 22.35	12.50

----- PAIN1052-003 02/01/2013

	Rates	Fringes
PAINTER		
Brush & Roler.....	\$ 22.25	11.10
Spray.....	\$ 23.75	11.10

----- PLAS0016-016 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.58	12.88

----- PLUM0370-006 06/03/2013

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 34.66	18.35

----- TEAM0007-006 06/01/2013

	Rates	Fringes
TRUCK DRIVER		
Dump Truck under 8 cu. yds.; Tractor Haul Truck...	\$ 24.90	.50 + a+b
Dump Truck, 8 cu. yds. and over....	\$ 25.00	.50 + a+b
Lowboy/Semi-Trailer Truck...	\$ 25.15	.50 + a+b

FOOTNOTE:

- a. \$367.65 per week.
- b. \$52.90 daily.

----- SUMI2010-055 11/09/2010

	Rates	Fringes
TRUCK DRIVER: Off the Road Truck.....	\$ 20.82	3.69

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates. 0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data.

Example: SULA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicate the State of Louisiana; 200 is the year of the survey; and 0 is an internal number used in producing the wage determination.

A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

----- WAGE DETERMINATION

APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations.

Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board).

Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Attachment J – Section 3 Certification Forms

Genesee County CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business: _____

Address of Business: _____

Type of Business: Corporation Partnership Joint Venture
 Limited Liability Corporation Sole Proprietorship

Type of Work: _____

I _____, hereby certify that the business
(Print Name and Title)

known as _____
(Print business name)

_____ is not a Section 3 business (sign below)

_____ is a Section 3 business because (check one of the following, sign and complete page 2)

_____ 51 percent (51%) or more is owned by Section 3 residents*; or

_____ 30 percent (30%) of the permanent full time employees are currently Section 3 residents* or were Section 3 residents* when first hired (if within the last three years); or

_____ The business commits in writing to subcontract over 25 percent (25%) of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definition;

AND

The business was formed in accordance with state law and is licensed under state, county or municipal law to engage in the business activity for which it was formed.

* A Section 3 Resident is a person living in Genesee County who is a Public Housing resident or who is

low income. Low Income Persons means families whose incomes do not exceed 80% of the annual

median income as adjusted by HUD, for Genesee County (see income limits on page 2).

It is important to note that a Genesee County Section 3 Certification in itself shall not in any way be construed, that any bid or contract award is accepted, nor guaranteed, nor is any Business Concern entitled to any contract award based upon the Section 3 Certification.

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Authorizing Name and Signature

Date

Attach the following documentation, as applicable, as evidence of status. Not all may apply to your firm or circumstance, although at least one will apply.

For business claiming status as a Section 3 resident-owned business concern:

- Copy of resident lease
- Copy of receipt of public assistance
- of evidence of participation in a public assistance program
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status due to at least 30% of its current workforce is Section 3 residents, or were Section 3 residents when first hired (if within the last three years) please provide:

- List of all current full-time employees
- PHA/IHA Residential lease less than 3 tax years from day of employment
- List of employees claiming Section 3 status
- Copy of previous year's income tax filings for Section 3 residents

For business claiming Section 3 status by subcontracting 25% of the dollar amount awarded to qualified Section 3 businesses:

- List of subcontracted Section 3 business(es), subcontract amount, and date of subcontract
- Copy of all Subcontractors' previous year's income tax filings

FY 2013 Median Family Income for Flint and Genesee County MSA - \$52,100 Section 3 Maximum Income Limits		
Number in Household	Very-Low Income	Low Income
One Person	\$19,450	\$31,100
Two Person	\$22,200	\$35,550
Three Person	\$25,000	\$40,000
Four Person	\$27,750	\$44,400
Five Person	\$30,000	\$48,000
Six Person	\$32,200	\$51,550
Seven Person	\$34,450	\$55,100
Eight Person	\$36,650	\$58,650

**Genesee County
STATEMENT OF QUALIFICATIONS
SECTION 3
CERTIFICATION – BUSINESS
CONCERN**

Name of Business Concern: _____

List any/all Doing Business As (DBA) _____

Address: _____

The Company is a:

Sole Proprietorship

Joint Venture

Limited Liability Corporation (LLC)

Partnership

Corporation

Contact Information – Name: _____

Phone: _____ Fax: _____

Email: _____

Submitted by: _____
Signature *Date*

1. List Owners of Business and Percentage of Ownership
Name % Ownership

_____	_____
_____	_____
_____	_____

2. List All Employees of the Business Concern and their Job Category
Please note: A computer generated employee list can be submitted as long as it lists the employee name, job category, Part - time or Full - time status and Section 3 Resident status.

Name	Full (FT)/ Part (P)	Job Category	Section 3 Resident?
1) _____	_____	_____	<input type="checkbox"/>
2) _____	_____	_____	<input type="checkbox"/>
3) _____	_____	_____	<input type="checkbox"/>
4) _____	_____	_____	<input type="checkbox"/>
5) _____	_____	_____	<input type="checkbox"/>
6) _____	_____	_____	<input type="checkbox"/>
7) _____	_____	_____	<input type="checkbox"/>

If any current employees are considered Section 3 Residents, please provide documentation as evidence of status, as described in the Business Concern Certification Form.

Genesee County
Section 3 RESIDENT EMPLOYMENT OPPORTUNITY
ELIGIBILITY FOR PREFERENCE

Eligibility for Preference

A section 3 resident seeking the preference in training and employment provided by Section 3 will certify, or submit evidence to Genesee County, subrecipient, subgrantee, contractor or subcontractor, that the person is a Section 3 resident, as defined in Section 135.5. (Examples of evidence of eligibility for the preference include demonstration of receipt of public assistance; or evidence of participation in a public assistance program; or previous year's income tax filings.) All residents of public housing developments located in Genesee County qualify as Section 3 residents. Additionally, individuals residing in Genesee County who meet the annual income limits set forth in the following table can also qualify for Section 3 status.

A picture identification card and proof of current residency is required.

Certification for Resident Seeking Section 3 Preference in Training and Employment

I, _____, am a legal resident of _____	
_____ and meet the income eligibility guidelines for a low- or very- low-income person as included in this Certification.	
My permanent address is: _____ _____	
I have attached the following documentation as evidence of my status:	
<input type="checkbox"/> Copy of lease	<input type="checkbox"/> Copy of receipt of public assistance
<input type="checkbox"/> Copy of Evidence of participation filings in a public assistance program	<input type="checkbox"/> Copy of the most recent year's income tax
<input type="checkbox"/> Other evidence _____	

Warning: This program is funded through Federal funds provided by the U.S. Department of Housing and Urban Development. Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to : (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R. parts 24, 28 and 30. Section 1001 of Title 18 U.S. Code makes it a criminal offense to make willful, false statements or misrepresentation of any material fact involving the use of or to obtain federal funds.

Print Name

Date

Signature

Date

**FY 2013 Median Family Income for Flint and Genesee County MSA -
\$52,100**

**Section 3
Maximum Income**

Number in Household	Very-Low Income	Low Income
One Person	\$19,450	\$31,100
Two Person	\$22,200	\$35,550
Three Person	\$25,000	\$40,000
Four Person	\$27,750	\$44,400
Five Person	\$30,000	\$48,000
Six Person	\$32,200	\$51,550
Seven Person	\$34,450	\$55,100
Eight Person	\$36,650	\$58,650